

TOWN OF HILLSBOROUGH

PUBLIC WORKS DIVISION

CONTRACT PROPOSAL



TOWN OF
HILLSBOROUGH

PROJECT NUMBER: 21-001

Condition Base, Set-Up, & Pave:

DESCRIPTION: APPLICATION OF UP TO 2" OF AGGREGATE BASE COURSE TO EXISTING AGGREGATE BASE COURSE, APPLICATION OF 2" OF ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B IN 2 1" LIFTS AND ADJUSTMENT OF MANHOLES.

BID OPENING: March 14, 2022

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$50,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

**RETURN BIDS TO: SUMMIT DESIGN AND ENGINEERING SERVICES
320 EXECUTIVE COURT.
HILLSBOROUGH, NC 27278**

INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by T.O.H. with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED MAY BE EMAILED TO randall.moore@summitde.com or BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN SUMMIT'S OFFICE BY;**
TIME: 2:00 PM
DATE: March 14, 2022
12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**SUMMIT DESIGN AND ENGINEERING SERVICES
320 EXECUTIVE COURT.
HILLSBOROUGH, NC 27278**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the NCDOT Standard Specifications for Roads and Structures 2018. The lowest responsible BIDDER will be notified that his bid has been accepted and that he has been awarded the contract. The Town of Hillsborough reserves the right to reject any or all bids.

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Town of Hillsborough

Advertisement for Bids

Sealed bids will be received until 2 p.m., EST March 14, 2022 by the Summit Design and Engineering Services for the construction of the following street: Odie Street.

The required Bid Documents may be mailed or hand delivered to the address listed below before March 14th, 2022 at 2:00 PM. Electronic copies of Bid documents, to include completed information on pages 2 thru 8 may be emailed to randall.moore@summitde.com before March 14th, 2022 at 2:00 PM. Upon request the original documents will need to be submitted to the address listed below by the end of the following business day.

A virtual Pre Bid meeting will be held on February 28, 2022 at 2:00 PM. The meeting will be a Zoom meeting hosted by Summit Design and Engineering Services. All Requests for Information shall be emailed to Randall Moore before the end of business on March 11th, 2022. (randall.moore@summitde.com)

The scope of work includes: **Application of up to 2” of Aggregate Base Course on existing roadway bed, application of 2” of Asphalt Concrete Surface Course, Type S9.5B to be place in 2 1” lifts, adjustment of manholes, and traffic control. No shoulder construction/reconstruction and/or existing driveway tie in is required.**

Contractors offering proposals on this project must be licensed to do the specified type of contracting in the State of North Carolina.

Bidders must make positive efforts to utilize minority businesses. The Owner has developed a goal of ten percent (10%) for participation of minority business enterprises in construction contracts awarded pursuant to NCGS 143-128(c). Bidder shall be required to submit identification of firms and Affidavits as required in the Bid Form.

Complete plans, specifications and contract documents will be open for inspection at Summit Engineering and Design Services, 320 Executive Court, Hillsborough, NC 27278, (919) 732-3883. Copies of the contract, specifications and plans may be obtained by contacting **Randall Moore**, with Summit Design and Engineering Services at 919-732-3883. Hard copies of these contract documents shall require a \$50.00 non-refundable payment. Summit accepts major credit cards and cashier's checks.

Electronic copies are available at no charge by contacting **Randall Moore**, with Summit Design and Engineering Services at 919-732-3883.

Summit Design and Engineering Services
320 Executive Court
Hillsborough, NC 27278
(919) 732-3883

INFORMATION FOR BIDDERS

BIDS will be received by Summit Design and Engineering Services
at 320 Executive Court, Hillsborough, NC 27278 until 2:00 PM EDT March 14th, 2022.
BIDS may be mailed or delivered to said address.

The Town of Hillsborough hereinafter will be called the “OWNER”

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typed, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and review of the drawings and specifications including ADDENDUMS.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate Surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of the power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. In case of failure of the BIDDER in default, the BOND accompanying the proposal shall become the property of the OWNER.

Within ten (10) days of receipt of acceptable performance BOND and payment BOND, the OWNER shall sign the Agreement and return to such party whom the contract was awarded an executed

duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may with WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liabilities on the part of either party.

The OWNER may make sure such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted proves incompetency of the contractor.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

BID DOCUMENT

STREET CONSTRUCTION CONTRACT

for

**TOWN OF HILLSBOROUGH, ORANGE COUNTY
HILLSBOROUGH, NC**

Proposal of _____
(hereinafter called "BIDDER") organized and existing under the Laws of the State of North Carolina,
doing business as _____*, to
_____*, to
Town of Hillsborough _____,
(hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all
WORK for the construction of Odie Street in strict accordance with the CONTRACT
DOCUMENTS, within the time set forth therein, and at the prices listed below.

By permission of this BID, each BIDDER certifies, and in the case of a joint BID, each party
thereto certifies as to his own organization, that this BID has been arrived at independently, without
consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER
or with competitor.

BIDDER hereby agrees to commerce WORK under this contract on or before a date to be
specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the specified
consecutive calendar days thereafter, as provided in the General Conditions and the Bid Schedule.
BIDDER further agrees to pay as liquidated damages the amount stated in the Bid Schedule for each
consecutive calendar day work is done beyond the completion date, as provided in the General
Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

***Insert "a corporation," "a partnership," or "an individual" as applicable.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the
following unit prices or lump sum: _____

NOTE: BIDS shall include sales tax and all other applicable taxes and fees. Contracts will be
awarded on the basis of low bid.

If Bidder is:

An Individual

Name(type or print): _____

By: _____(SEAL)

Doing business as: _____

Business address: _____

Phone: _____ Fax: _____

A Partnership

Partnership Name: _____(SEAL)

By: _____
(Signature of general Partner – attach evidence of authority to sign)

Name(type or print): _____

Business Address: _____

Phone: _____ Fax: _____

A Corporation

Corporation Name: _____

State of Incorporation: _____

Type _____
(General Business, Professional, Service, LLC)

By: _____
(Signature – attach evidence of authority to sign)

Name(type or print): _____

Title: _____

Attest: _____ (CORPORATE SEAL)

Business Address:

Phone: _____ Fax: _____

Date of Qualification to do business: _____

TOWN OF HILLSBOROUGH

BID FORM

ODIE STREET CONSTRUCTION
Town of Hillsborough

ITEM	SPEC SECTION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	800	Mobilization	1	LS		
2	520	Aggregate Base Course	416	TNS		
3	610	ACSC, Type S9.5 B	374	TNS		
4	SP	Adjustment Of Manholes	4	EA		
5	SP	Work Zone Advance/General Warning Signing	27	SF		
6	SP	Temporary Traffic Control	1	LS		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY THE PUBLIC WORKS Division

This bid has been reviewed in accordance with Article 103-1 of the NCDOT Standard Specifications for Roads and Structures 2018.

Reviewed by _____ ***(date)*** _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____



THIS SECTION TO BE COMPLETED BY THE ENGINEERING DEPARTMENT

This bid has been reviewed in accordance with the applicable guidelines.

Reviewed by _____ ***(date)*** _____

Accepted by Town of Hillsborough _____ ***Public Works Director*** _____ ***(date)*** _____

Attest: _____



List of Subcontractors

All Bidders shall provide the following information regarding all subcontractors.

Subcontractor	Address	Phone

PERFORMANCE BOND

DATE OF EXECUTION: _____

NAME OF PRINCIPAL: _____
(CONTRACTOR) _____

NAME OF SURETY: _____

NAME OF CONTRACTING BODY: Town of Hillsborough

AMOUNT OF BOND: _____

CONTRACT NUMBER _____

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter the Contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also as well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements as of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue. Should the PRINCIPAL fail to complete the undertaking as provided in the contract, then the Surety shall promptly pay the amount necessary to complete the work as provided in the contract, up to the amount of the Bond specified herein.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (SEAL)

Surety (SEAL)

Name and Title

Name and Title

Executed in _____ counterparts.

Witness

Name of Principal (Contractor)
By _____
(Print)

(Signature)

Title: _____
(Owner, Partner, or Corp.
Pres. or Vice President)

Attest: (Corporation)

By _____
(Print)

(Signature)

Title: _____

(Corp. Sec. Or Assist. Sec.)

(Corporate Seal)

(Surety Company)

Witness:

By: _____
(Print)

By: _____
(Print)

(Signature)

(Signature)

Title: _____
(Attorney-in-Fact)

Countersigned:

N.C. Licensed Resident, Agent

(Surety Corporate Seal)

Name and Address - Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

PAYMENT BOND

DATE OF EXECUTION: _____

NAME OF PRINCIPAL: _____

(CONTRACTOR): _____

NAME OF SURETY: _____

NAME OF CONTRACTING BODY: Town of Hillsborough

AMOUNT OF BOND: _____

CONTRACT NUMBER: _____

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named CONTRACTING BODY, hereinafter the Contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the PRINCIPAL shall promptly make payment make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. Should the PRINCIPAL fail to timely pay all persons providing labor and/or materials for the work, then the Surety shall promptly pay all sums due and owing.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (SEAL)

Surety (SEAL)

Name and Title

Name and Title

Executed in _____ counterparts. _____
Name of Principal (Contractor)

Witness By _____
(Print)

(Signature)

Title: _____
(Owner, Partner, or Corp.
Pres. or Vice President)

Attest: (Corporation)

By _____
(Print)

(Signature)

Title: _____

(Corp. Sec. Or Assist. Sec.)

(Corporate Seal)

(Surety Company)

Witness:

By: _____
(Print)

By _____
(Print)

(Signature)

(Signature)

Title: _____
(Attorney-in-Fact)

Countersigned:

N.C. Licensed Resident, Agent

(Surety Corporate Seal)

Name and Address - Surety Agency

Surety Company Name and N.C.
Regional or Branch Office Address

CONSTRUCTION CONTRACT

AGREEMENT

THIS AGREEMENT is entered into this the ____ day of _____, 2022, by and between **THE TOWN OF HILLSBOROUGH**, a body politic and corporate of the State of North Carolina, whose address is 101 East Orange St., Hillsborough, North Carolina 27278 ("Owner") and _____, a North Carolina Corporation ("Contractor"), whose address is _____ and provides as follows:

W I T N E S S E T H:

WHEREAS, the Owner has identified Contractor as capable of doing the work described herein below;

WHEREAS, the parties wish to enter into a written agreement memorializing certain terms of the agreement.

NOW, THEREFORE, in consideration of the sum set forth herein below, the parties agree as follows:

1. The Owner hereby contracts with Contractor to do the following work for the Project described below (the "Work"):

See Contract Proposal,

Said Work is to be performed at the following location(s):

See Contract Proposal.

2. Contractor shall complete the Work in a good and workmanlike manner in accordance with general industry standards. Contractor shall complete the Work in accordance with the Contract Time and Intermediate Contract Time provisions established in the Contract Proposal. In the event that the Work is not completed in accordance with the Contract Time and Intermediate Contract Time, the Contractor shall pay liquidated damages as prescribed in the provisions, which sum shall not be considered a penalty but as a fair and reasonable estimate of the amount of damages incurred by the Owner if the Work is not completed by the Completion Date. The parties recognize and agree that the actual amount of damages would be difficult or impossible to ascertain.

3. The Owner shall pay the Contractor pursuant to the Total Estimate set out in the Proposal, which total cost will not exceed \$ _____ for the Work; provided, however, that if conditions are encountered that require additional materials above the allowances noted in the Proposal, those materials shall be billed at the prices set out in the Proposal. Said amounts shall be payable as follows: within 30 days of receiving an invoice from Contractor requesting payment following completion of the Work (unless any amount is in dispute). All invoices shall specify the amount paid for labor, materials, and any applicable taxes including, but not limited to, sales taxes. Any sales taxes shall specify the entity (state or local) to whom taxes are paid and the amount of taxes paid to said entity. If any amount owed under the terms hereof is disputed, the Owner shall pay Contractor the amount not in dispute and shall retain the disputed amount until such time as the dispute is settled or a judgment is entered in accordance with applicable law. No payments shall be made to contractor until IRS form W-9 and other necessary forms required by applicable law have been completed.

4. The Work contemplated by this Agreement shall be performed as set out in the attached proposal. The Owner may cancel this contract at any time upon written notice. The Owner shall pay the Contractor in accordance with Paragraph 3 through the date of cancellation.

5. The Contractor shall purchase and maintain during the life of this Agreement, with an insurance company acceptable to the Owner, authorized to do business in the State of North Carolina, the following insurance:

AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit each accident of \$1,000,000.00. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability shall protect the contractor, and any subcontractor performing work under this contract, from claims of bodily injury or property damage which arise from operation of this contract, whether such operations are performed by contractor, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

WORKERS' COMPENSATION - Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance. Said Workers' Compensation insurance shall have at least the following limits: Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

Original certificates of such insurance will be furnished and shall contain the provision that the Owner will be given thirty (30) days written notice of any intent to amend or terminate by either the Contractor or the insuring company. The Owner shall be listed as Additional Insured.

6. Contractor agrees to protect, defend, indemnify and hold the Owner, its employees, agents and elected and appointed officials harmless from any and all liability arising out of or in any way connected with the activities of the Contractor, Contractor's employees, agents, sub-contractors and anyone else working for or on behalf of Contractor arising out of or from the Work.

7. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of (a) the date it is delivered by hand to the parties listed below; (b) the date three days following the date it is deposited in the mail, postage prepaid, return receipt requested, addressed to the parties listed below; or (c) the date three days following the date it is sent, shipping prepaid, return receipt requested, by a national courier service, addressed to the parties listed below:

OWNER:

Town of Hillsborough
101 East Orange St.
Hillsborough, NC 27278

CONTRACTOR:

8. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

9. Except as herein specifically provided otherwise, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Contractor and the Owner. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of Contractor and the Owner that any such person or entity, other than Contractor and the Owner, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

10. This Agreement and the following constitutes the entire agreement of the parties with respect to the subject matter hereof and are occasionally referred to herein as the "Contract Documents": A. Contract Proposal, B. Project Special Provisions, and C. Standard General Conditions of the Construction Contract. This Agreement shall supersede, terminate and replace any prior agreements for these services entered into by the parties. This Agreement merges all prior discussions among the parties and no party shall be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as may be specified later in writing and signed by properly authorized representatives of the parties.

11. The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement shall not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such term or terms shall continue in full force and effect.

12. The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Granville County, North Carolina, having jurisdiction over said claim, or in the United States District Court, North Carolina Eastern District, as appropriate. The parties waive any right they may have to venue in any other jurisdiction.

13. Each clause of this Agreement is a distinct and severable clause; and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Agreement shall not be affected thereby.

14. If any party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God; strikes, lockouts, labor troubles, inability to procure materials or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

15. Neither party shall be considered the drafter of this Agreement. No provision shall be interpreted for or against either party because that party or that party's legal representative drafted such provision.

16. Any amendment to this Agreement shall be in writing and duly executed by appropriate representatives of each of the parties.

17. By signing below the parties hereto certify that they have read the entire contents of this Agreement; have individually been afforded sufficient opportunity to obtain independent legal advice prior to executing this Agreement;

fully understand the provisions set forth in this Agreement and acknowledge that each term, condition and provision is fair and reasonable; and, that each party has received a signed copy of this Agreement.

18. That to facilitate execution, this document may be executed by handwritten signing or by electronically transmitted facsimile of such signing, either of which shall create a validly executed document, in as many counterparts as may be required.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

Attest:

Town of Hillsborough

By _____

(Print Name and Title)

(Town Manager)

Contractor:

By _____

(Print Name and Title)

General Provisions

GENERAL

This contract is for Construction of the following Street: **Odie Street** in the Town of Hillsborough. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation NCDOT Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standard Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the NCDOT Standard Specifications.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project will be the Date of the Notice to Proceed. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Town of Hillsborough will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is May 27, 2022 No extensions will be authorized except as authorized by Article 108-10 of the NCDOT Standard Specifications

Liquidated damages for this contract are (\$600.00) per calendar day.

PROSECUTION OF WORK AND LIQUIDATED DAMAGES

(7-1-95) RG 15

The provisions of section 108 of the 2018 NCDOT Standard Specifications shall apply with the following additions:

The Contractor will be required to pursue the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the work. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing. In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **Two Hundred Fifty Dollars (\$250.00)** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due

to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

The Contractor shall complete the work of installing, maintaining, and removing traffic control devices for lane closures and restoring traffic to the existing traffic pattern. Contractor shall not close or narrow a lane of traffic on the Town of Hillsborough Resurfacing Project during the following time restrictions:

DAY AND TIME RESTRICTIONS

MONDAY THRU FRIDAY: FROM SUNSET TO SUNRISE FROM FRIDAY SUNSET THRU MONDAY SUNRISE

In addition, the Contractor shall not close or narrow a lane of traffic or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrences** that create unusually high traffic volumes, as directed by the Engineer.

The Liquidated Damages are **Six Hundred Dollars (\$600.00)** per hour.

PUBLIC NOTIFICATION

The Contractor shall provide a construction schedule so that notifications can be placed in the local newspapers and on the Town of Hillsborough Website.

The Contractor will be responsible for the distribution of “Door Hanger” notifications on each house at least 48 hours in advance of working on a given street. A sample “Door Hangers” shall be submitted for approval prior to use.

DISPUTE RESOLUTION

Either the Owner or the Contractor may seek such remedies as are available to it by law for any disputes which they are unable to mutually resolve, and the venue for any legal action shall be in the court with jurisdiction over the matter in Orange County, NC.

TWELVE MONTH GUARANTEE

The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Town. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Town, and/or for use in excess of the design.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Town would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee.

Special Provisions

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

The movement of equipment from one map to the other will be performed in such a way as not to effect traffic flow and in accordance with the MUTCD. The contractor will be responsible for the repair of any damages to the existing pavement resulting from these equipment moves.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Article 108-7 of the Standard Specifications.

No direct payment will be made for this work as the cost of this work shall be included in the associated contract items which include labor, equipment and materials for furnishing, installing, replacing, maintaining and removal of the devices.

ASPHALT TACK COAT

Tack Coat should be applied in accordance with Section 605 of the NCDOT Standard Specifications. No separate payment will be made for this material as it is considered incidental and should be included in the unit price for "S9.5 B."

ASPHALT CEMENT AND NON-STRIP ADDITIVE

The asphalt cement and any non-strip additive will be included in the price bid for asphalt mix.

BITUMINOUS PAVER

The Contractor's attention is directed to Article 610-8 of the NCDOT Standard Specifications dealing with automatically controlled screeds on the bituminous pavement spreaders.

Pavers shall be equipped with a screed control system which will automatically control the longitudinal profile and cross slope of the pavement.

PAVING

The production, delivery, placement, and compaction of all bituminous material shall be in accordance with the NCDOT's 2018 Standard Specifications Asphalt Concrete Plant Mix Pavements – Section 610. A currently approved North Carolina Department of Transportation job mix formula shall be used for all bituminous construction.

The air temperature 48 continuous hours prior to paving must be above 32 degrees Fahrenheit. Air temperature at the time of paving shall be in accordance with Article 610-4 of the NCDOT's 2018 Standard Specifications. Minimum air temperature for resurfacing shall be 40 degrees and rising and the minimum surface temperature shall be 50 degrees.

The Contractor shall compact the bituminous material on this project in accordance with Article 610-9 of the 2018 NCDOT Standard Specifications.

When asphalt is placed on sub grade or stone, pavement shall not be placed until the base has been approved by the Engineer or his representative. The contractor will be required to provide a Dump Truck sufficiently loaded to perform proof rolling on Sub grade and on Aggregate Base Course. The Contractor shall use a stringline or other approved method to establish a uniform consistent line to locate the edge of pavement. It shall be the Contractor's responsibility to place such line, but it shall meet the approval of the Engineer or his representative.

Payment shall be made for this item under the unit price for "S9.5 B" is full compensation for all labor equipment and materials (including Asphalt Binder for Plant Mix) required to furnish, place compact and finish the proposed asphalt pavement.

Pay Item

Pay Unit

S9.5B

Ton

AGGREGATE BASE COURSE

DESCRIPTION

Perform the work covered by this section including, but not limited to, constructing a base composed of an approved aggregate material hauled to the road, placed on the road, mixed, compacted and shaped in accordance with the lines, grades, depths and typical sections shown in the plans; in accordance with Articles 520-5 and 520-7 ; and maintaining the base.

MATERIALS

Aggregate Base Course

METHODS OF PRODUCTION

Furnish aggregate upon which no restrictions are placed on the production or stockpiling, except as provided in Sections 1005, 1006 and 1010. Place aggregates on the roadway which have been sampled, tested and approved in accordance with Article 520-6.

HAULING AND PLACING AGGREGATE BASE MATERIAL

Place the aggregate material on the subgrade with a mechanical spreader capable of placing the material to a uniform loose depth and without segregation; except, for areas inaccessible to a mechanical spreader, the aggregate material may be placed by other methods approved by the Engineer.

Where the Contractor elects to use more than one source of aggregate as described in Section 1005, place the various types of aggregate used in an approved manner which will permit the sampling and testing required by Section 1006 and 1010.

Where the required compacted thickness of base is 10" or less, the base material may be spread and compacted in one layer. Where the required compacted thickness is more than 10" spread the base material and compact in 2 or more approximately equal layers. Compact the base material to a minimum thickness of approximately 4" for any one layer.

Have each layer of material sampled, tested, compacted and approved before placing succeeding layers of base material or pavement.

Do not place base material on frozen subgrade or base.

Base course that is in place on November 15 shall immediately be covered with a subsequent layer of pavement structure. Base course that has been placed between November 16 and March 15 inclusive shall be covered within 7 calendar days with a subsequent layer of pavement structure.

Failure by the Contractor to cover the base course as required above will result in the Engineer notifying the Contractor in writing to cover the base course with a sand seal and to suspend the operations of placing aggregate base course until such cover has been placed. If the Contractor

fails to apply the sand seal within 72 hours after receipt of such notice, the Engineer may proceed to have such work performed with other forces and equipment.

SHAPING AND COMPACTION

Machine and compact the layer of base within 48 hours after beginning the placing of a layer of the base. Maintain each layer to the required cross section during compaction and compact each layer to the required density before placing the next layer. When electing to use conventional density test number 3 (ring test) to determine density, compact each layer of the base to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with AASHTO T 180 as modified by the Department. Copies of these modified testing procedures are available upon request from the Materials and Tests Unit. Follow the requirements as specified in Article 520-9 when electing to use nuclear methods to determine the density. Compact the base material at a moisture content which is approximately that required to produce a maximum density indicated by the above test method. Dry or add moisture to the material when required to provide a uniformly compacted and acceptable base. Shape the final layer of base material in accordance with the lines, grades and typical section as shown on the plans. Construct the base course so that it is smooth, hard, dense, unyielding and well bonded upon completion. A broom drag may be used in connection with the final finishing and conditioning of the surface of the base course.

MAINTENANCE

Where the base material is placed in a trench section, provide adequate drainage through the shoulders to protect the subgrade and base until such time as the shoulders are completed.

Maintain the surface of the base by watering, machining, rolling or dragging when necessary to prevent damage to the base by weather or traffic.

Where the base or subgrade is damaged, repair the damaged area; reshape the base to required lines, grades and typical sections; and recompact the base to the required density at no cost to the Department.

MEASUREMENT AND PAYMENT

Aggregate Base Course will be measured and paid at the contract unit price per ton for the actual number of tons of aggregate which has been incorporated into the completed and accepted work. Sampling and acceptance will be determined in accordance with Section 1010.

The aggregate will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. If permitted by the contract, the weight of base course material shipped by barge may be determined from water displacement measurements.

No deductions will be made for any moisture contained in the aggregate at the time of weighing.

Maintenance, repair and restoration of the base course and subgrade is incidental to the work of this section. If segregation during handling, hauling or placing occurs and the Engineer requires a change in methods or mixing on the road to correct this segregation, this work will be incidental to the work of this section. Removal and replacement of aggregate which is contaminated with foreign materials or outside the gradation limits will be incidental to the work of this section. Payment will be made under:

Pay Item	Pay Unit
Aggregate Base Course	Ton

ADJUSTMENT OF MANHOLES, VALVE BOXES & DRAINAGE STRUCTURES

Utility adjustments on this project shall be made in accordance with Section 858 of NCDOT's 2018 Standard Specifications with the following exceptions:

Cast iron or steel fittings will not be permitted for the adjustment of manholes and valve boxes on this project.

Adjustment to manholes and valve boxes on this project shall be made by the use of an approved Rapid Set Grout, Mortar, or Concrete that will take full set and become load bearing within sixty minutes of placement. The materials shall be approved by the Engineer.

The Contractor shall replace worn/damaged manhole rings and covers and worn valve box frames and covers, as directed by the Engineer, with a new ring/frame and cover assembly. The Town or utility owner will furnish these assemblies at no cost to the Contractor.

In the event that no adjustment is required to a manhole or valve box, a bond breaker such as sand, paper, asphalt release agent, or other approved material shall be used over the top of the manhole or valve. The work of applying the material and subsequent cleaning of the manhole or valve shall be incidental to paving operations and no additional compensation will be made.

Measurement and Payment

Measurement and payment will be made in accordance with Section 858-4 of NCDOT's 2012 Standard Specifications

Pay Item	Pay Unit
Adjustment of Manholes	EA

STATE OF NORTH CAROLINA

AFFIDAVIT

TOWN OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____, the Employer, after first being duly sworn hereby state as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers (as defined in paragraph 3) must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 2022.

Signature of Affiant

Print or Type Name: _____, Title: _____

State of North Carolina
_____ County

Sworn to and subscribed before me this ____ day of _____, 20____.

Notary Public
My commission expires _____.



Safety & Risk Management

Office-919.241.4615

Fax-919.241.4623

Contractor Compliance Agreement

1. Occupational Safety and Health Act

All work performed by contractors and contractors employees for The Town of Hillsborough shall comply fully with applicable provisions of federal and applicable state occupational safety and health acts, standards, and regulations.

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury and losses.

The contractor hereby certifies that all such materials and work performed will conform to and comply with such standards and regulations.

2. Safety Representative

A contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

3. Safety Agreement Acknowledgement

The safety agreement has been read and its conditions are hereby accepted by the undersigned on behalf of the contractor and its employees, agents, subcontractors and subcontractor employees and agents.

Contractors Signature: _____

Print: _____

Title: _____

Date: _____

Town Representative: _____

Print: _____

Title: _____

Date: _____

FORM W-9

[Rev. 1-92; Rev. 10-94
for Division Contract Use]

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name _____

Address _____

9 Digit Taxpayer Identification Number

Social Security Number _____

Federal Employer Identification Number _____

Business Designation (Check One)	_____	Individual (Soc.Sec. #)
	_____	Sole Proprietorship (Soc.Sec. #)
	_____	Partnership (Fed. ID)
	_____	Estate/Trust (Fed. ID)
	_____	Corporation (Fed. ID)
	_____	Public Service Corporation (Fed. ID)
	_____	Governmental/Non-Profit (Fed. ID)

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

Name (Print or Type name of individual-not company)

Title (Print or Type)

Signature

Date

Telephone Number

State of North Carolina AFFIDAVIT A - List of the Good Faith Effort

Town of Hillsborough

Affidavit of _____

(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

- ☐ 1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ 3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ 4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.
- ☐ 5-Attended prebid meetings scheduled by the public owner.
- ☐ 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ 7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ 8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer _____

Signature: _____

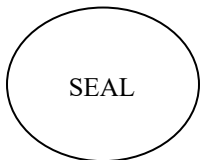
Title: _____

State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____



ATTACH TO BID - IF YOU MEET THE M/WBE GOAL

State of North Carolina AFFIDAVIT C- Portion of the Work to be Performed by Minority Firms

The Town of Hillsborough Goals for M/WBE Participation in the Procurement of Goods, Services and Construction Projects is 10%.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)
Project ID No. _____ Amount of Bid \$ _____

I will expend a minimum of _____ % of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Name and Phone Number	*Minority Category	Work Description	Dollar Value	Percentage of Goal

***Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (I), Female (**F**)

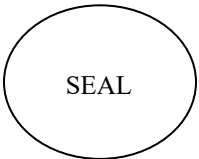
Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

State of North Carolina AFFIDAVIT B - Intent to Perform Contract with Own Workforce

Town of Hillsborough

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for

the _____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

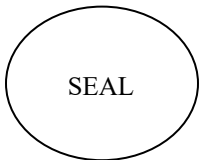
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

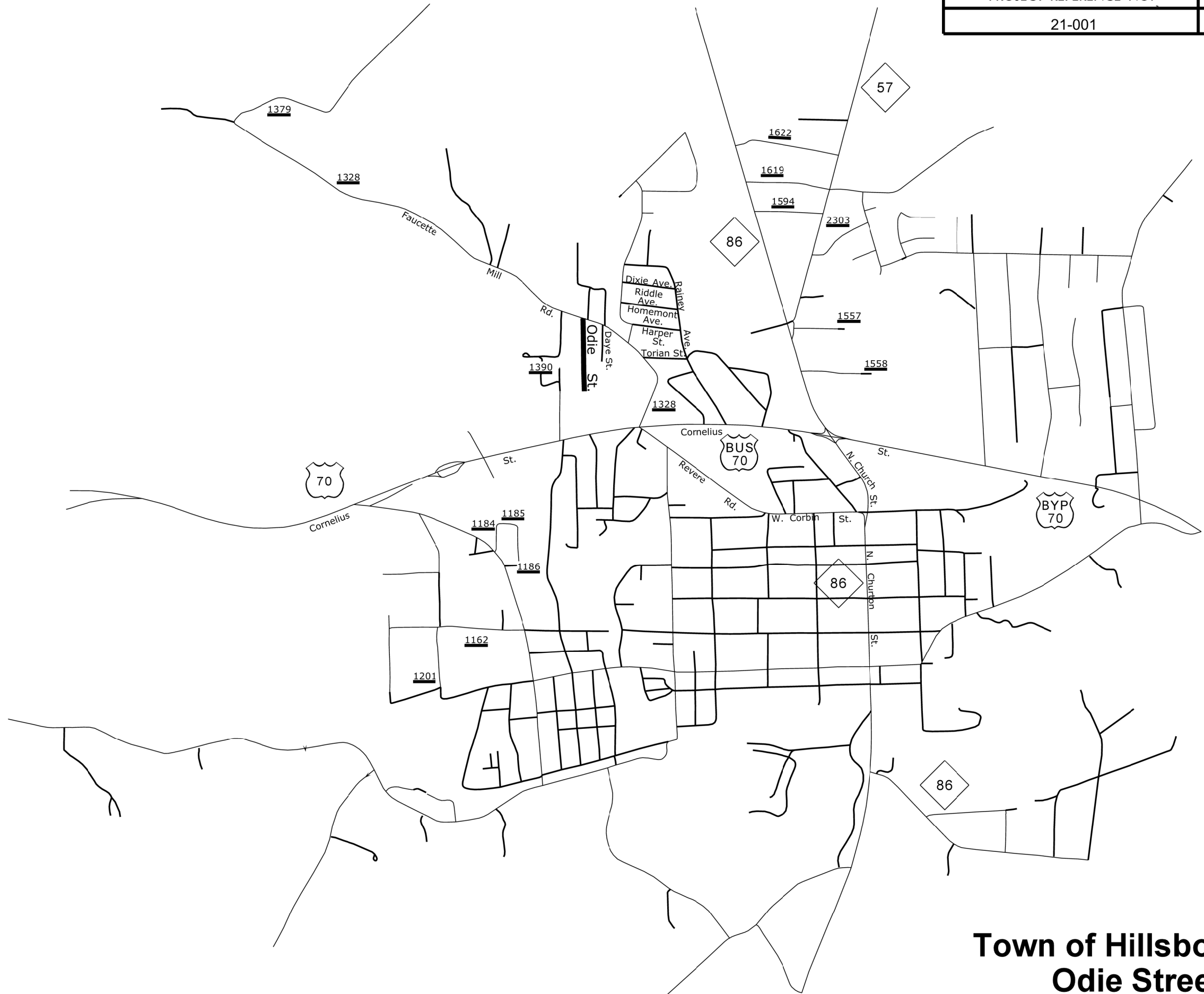
Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

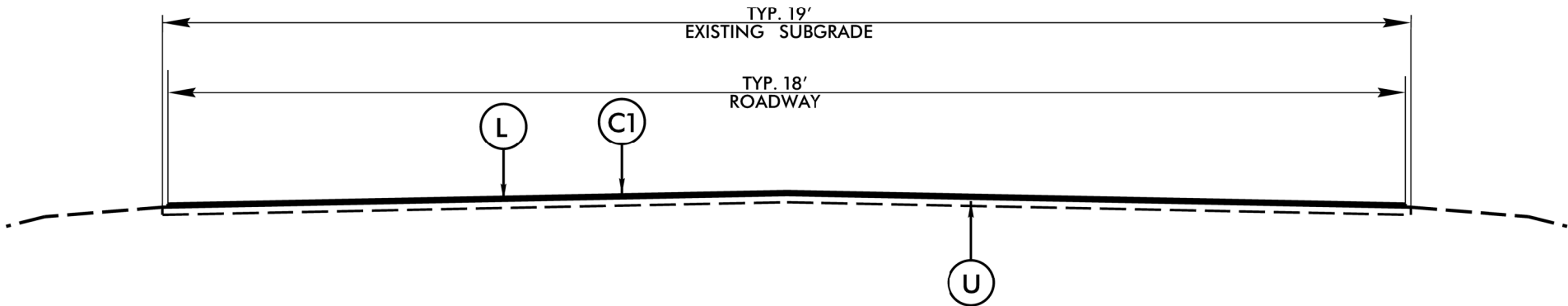


**Town of Hillsborough
Odie Street**

5/14/99
CUSTOMER: TOWN OF HILLSBOROUGH
PROJECT: ODIE STREET
SHEET: S-1

PAVEMENT SCHEDULE

C1	PROP. APPROX. 2" ASPHALT CONCRETE SURFACE COURSE, TYPE S9.5B AT AN AVERAGE RATE OF 220 LBS. PER SQ. YD.	L	AGGREGATE BASE COURSE 2"
U	EXISTING SUBGRADE 5"-7" AGGREGATE BASE COURSE		



TYPICAL SECTION
ODIE STREET
CONDITION BASE, SET-UP, & PAVE
PAVING S9.5B

2" OF AGGREGATE BASE COURSE TO BE ADDED
TO EXISTING 5" TO 7" OF ROADWAY BED.
CONTRACTOR IS NOT TO CONSTRUCT / RECONSTRUCT
SHOULDERS ALONG ROADWAY
NO ADDITIONAL WORK TO BE PERFORMED
AT EXISTING DRIVEWAYS